place where the seal is to be put. *In re The Court Bureau*, (1891) W.N. 9 has no application because here the Court has a seal.

Then Mr. Laycock argued that if the seal of the Court should have been on the served copy, its omission is a formal defect which does not invalidate the proceedings and which is curable under s. 128 of the Bankruptcy Ordinance and under Bankruptcy r. 287.

I have not much sympathy with technical objections in matters of procedure but the omission of the seal of the Court is no more a formal defect than is the omission of the signature or mark of a testator on a will.

As I have said before, the seal of the Supreme Court gives authenticity to the document. Without it there is nothing to indicate that it has been issued by any competent authority. True, this notice is signed by the Registrar, but signatures are often illegible and occasionally forged.

A bankruptcy notice is always treated very strictly, being the very foundation of proceedings to alter a man's status. *In re Collier*, 8 Moo. B.R. at 83-4. A bankruptcy notice is not an effective notice until it is sealed any more than a deed is an effective deed before it is sealed.

In re Marsden, 6 Ban. 8 Co. Wdg. C. 189 relied on by Mr. Laycock was a case of a bankruptcy petition, not of a bankruptcy notice.

The petition began "We D. H. Sellers & Sons Ltd. whose registered office is situate.....by George Albert Lister our secretary duly authorised under the seal of the Company to present and prosecute this petition on our behalf" etc. The alleged irregularity was that it was signed "G. A. Lister." The Court doubted whether there was any defect or irregularity but considered that if there was it was cured by s. 147 of the English Act.

Mr. Eber argued that he was not bound to obey the document which was served upon him as it was a nullity. *Daubrey* v. *Shuttleworth*, 1 Ex. 53.

I think he is right. If such a notice were served on a person familiar with the bankruptcy rules could he be blamed for thinking that a practical joke or an attempt to intimidate was being perpetrated? In *In re Low*, (1895) 1 Q.B. 734 Lopes, L.J. drew attention to the "wide distinction between defects in a notice which are material, and mere irregularities which cannot deceive the debtor."

I am not satisfied that the non-sealing was an irregularity which could not deceive, and I think that I cannot take into consideration the extraneous circumstances of the superfluous shewing of the sealed copy to the debtor even if the debtor's attention had been particularly drawn to the seal.

A bankruptcy notice founded on two judgment debts was held to be bad in *In re O.C.S. (A Debtor)*, (1904) 2 K.B. 161. The Court refused to allow the notice to be amended. A miscalculation by £1.5.6. in a notice claiming £984.7.1. was held to be bad in *In re A Debtor*, (1908) 2 K.B. 685; and a notice claiming £77 5.0. which was actually owed by the debtor was held to be bad because £5.5.0. out of the £77.5.0. was incurred before the Law Reform (Married Women & Tortfeasors) Act 1935 came into force and therefore could not be enforced in bankruptcy. *In re A Debtor*, (No. 21 of 1937) (1938) 2 A.E.R. 824.

In *re George Tindall*, 6 Deg. M. & G. 741 non-compliance with a summons akin to a bankruptcy notice was held not to be an act of bankruptcy because the commissioner's signature was not copied on the copy of the summons served on the debtor, though the original signed by the commissioner was shewn to him. The omission of the signature was held to be a material defect:

> "Without this signature the original document I believe would be no summons, and consequently the document served was a copy of something which as I believe was not a summons."

per Knight Bruce, L.J.

The present case is stronger. What has to be served is not a copy of a document with a copy of a signature but a document bearing the seal of the Court.

In my opinion the omission of the seal is not a mere formality; without it the bankruptcy notice is bad. Consequently, the act of bankruptcy alleged is not an act of bankruptcy and the petition must be dismissed.

Petition dismissed.

Solicitors for petitioning creditor—*Braddell Brothers.*

Solicitors for debtor—*Chan & Eber.*

[APPELLATE CRIMINAL JURISDICTION]

McELWAINE, C.J.

June 8, 1938.

REX v. A. MUNDELL (m.w.)

[SINGAPORE SPECIAL CASE No. 6 of 1938]

Traction Engines and Motor Cars Ordinance (Cap. 214), s. 16—Traction Engines and Motor Cars rules made by the Governor in Council—Ultra vires.

Rule 30(2) of the rules made by the Governor in Council under the Traction Engines and Motor Cars Ordinance* contained in Gazette Notification 2606 dated 28th December 1928 is *ultra vires* in so far as it directs the renewal of a licence to be antedated to the date of expiry of the old licence contrary to s. 5, sub-s. 4 of the Traction Engines and Motor Cars Ordinance.

CASE STATED.

Howe, Crown Counsel for the Crown.

Seth, for the respondent.

*[The rules above referred to were made under Ordinance No. 129 (Traction Engines and Motor Cars) but for the sake of convenience the Ordinance is herein referred to as the Traction Engines and Motor Cars Ordinance (Cap. 214)—Ed.]

The facts and arguments appear sufficiently from the judgment.

Cur. Ad. Vult.

McELWAINE, C.J.—This was an appeal by the Crown by way of a case stated under section 317 of the Criminal Procedure Code.

When the case was called I asked counsel for both sides if they agreed that when Mrs. Mundell left the Colony on leave in 1936 she had a driving licence expiring on 12th January 1937 as the latter date was not mentioned in the case stated. Counsel on both sides agreed that Mrs. Mundell had a licence expiring on 12th January 1937 and I therefore found it unnecessary to send back the case for the insertion of the date on which the licence had expired prior to the renewal.

The case is in the nature of a test case and affects all renewals of driving licences.

What is the period from which the renewal of a driving licence commences?

Section 5 (4) of the Traction Engines and Motor Cars Ordinance (Chapter 214) is as follows:—

> "A driver's licence shall remain in force for a period of twelve months from the date on which it is granted but shall be renewable and the same provisions shall apply with respect to the renewal of the licence as apply with respect to the grant of the licence."

Section 16 of the Ordinance empowers the Governor in Council to make rules—*inter alia*:

> "(m) with respect to the granting and renewal of drivers' licences and the fees to be charged therefor."

In purported execution of this power the Governor in Council made Rules (G.N. 2606 of 1928) which include Rule 30 (2) set out in the case stated, the validity of which is impugned. This Rule had no equivalent in the Rules made under the Ordinance in 1916.

The submission of the Crown is that when a driver's licence is renewed, it is valid for twelve months from the date on which the previous licence expired; the respondent on the other hand, contends that a licence is renewed for twelve months from the date of renewal that Rule 30 (2) is *ultra vires* when it provides that the renewal shall be dated from the date of expiry of the old licence.

The respondent's argument in short is that as a driver's licence shall remain in force for twelve months and as the same provisions shall apply with respect to the renewal of the licence, section 5(4) of the Ordinance provides that the renewal is for twelve months from the date of renewal.

I should have doubted whether in the absence of a clear statutory provision a licence could be renewed after it had expired—when there was nothing to renew—and if, consequently, Rule 30 (2) was not *ultra vires* and the renewed licence in this case worthless, however dated, but as both the Crown and the Respondent have contended that "renew" means "restore to existence" and that the licence can be renewed after expiration, I decide this appeal upon this basis. I do not decide whether or not a licence can be renewed after expiration. I assume only for the purpose of this case that it can, leaving it open for decision if and when the question is raised as to what "renewal" in section 5 (4) means and implies.

Section 5(4) enacts that the same provisions shall apply to the renewal of a licence as apply to the grant of a licence. One of the provisions which the subsection says shall apply to the grant of a licence is that it shall remain in force for twelve months from the date of the grant. Therefore when the renewal of a licence is granted the renewed licence is in force for twelve months from the date on which the renewal was granted.

Mr. Seth drew my attention to a note in the 1930 Edition of *Stone's* Justices Manual to section 3(3) of the Motor Car Act 1903 which is to all intents and purposes identical with section 5(4) of our Ordinance. The note reads "the licence cannot be dated back legally to the date of expiration of the old licence." See too note (1) on p. 1733 of the 1938 Edition of *Stone*.

If this means that the licence can be renewed after expiration it supports Mr. Seth's argument.

I therefore conclude that if the Crown's contention that this licence can be renewed after it has expired is correct, Mrs. Mundell's contention is also right that when a licence is renewed it is renewed for twelve months from the date of renewal and not for twelve months from the date of expiration of the old licence.

It follows that Rule 30 (2) is *ultra vires* in so far as it directs the renewal to be ante-dated contrary to section 5(4) of the Ordinance under which the rule is made. Mrs. Mundell's licence is therefore in force by virtue of section 5(4) for twelve months from the day in November when it was renewed.

The Appeal is dismissed.

Appeal dismissed.

END OF STRAITS SETTLEMENTS OFFICIAL REPORTS.